

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Patrick Lynn, Chief of Police (954) 693-8320

PREPARED BY: Angela Rodgers, Police Programs Specialist

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE DAVIE POLICE DEPARTMENT TO PARTICIPATE IN THE JAG PROGRAM WITH THE BROWARD SHERIFF'S OFFICE AS THE LEAD AGENCY TO RECEIVE A \$30,224.00 GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR LAW ENFORCEMENT PROGRAMS, AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

REPORT IN BRIEF: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows local governments to support a broad range of activities to prevent and control crime base on their own needs and conditions. The Broward County Sheriff Office has been designated as the lead agency and grant administrator for the agencies in Broward County participating in the JAG Program. Pursuant to the JAG Program guidelines, funding will be provided to the Broward Sheriff's Office who will then disperse the funds to the parties in the amount determined by the JAG Program. The Davie Police Department will utilize the JAG funds to upgrade the Community Mobile Center to a Mobile/Remote Dispatch and Communications Center. The Mobile Communications Center will allow for the Police Department personnel to manage crisis response and other critical incidents from the field and allow for staff hostage negotiators and the special response team to organize tactical operations effectively. The Communications Center will also increase officer/staff safety when the Police Department facility is rendered inoperable due to natural or manmade disasters as it will provide a location for command staff to coordinate recovery and tactical efforts. This resolution authorizes submission of the proposal and execution of the Memorandum of Understanding included as Exhibit "A".

PREVIOUS ACTIONS:

CONCURRENCES: The Town Attorney has review and approved the MOU for legal sufficiency.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution and memorandum of understanding

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE DAVIE POLICE DEPARTMENT TO PARTICIPATE IN THE JAG PROGRAM WITH THE BROWARD SHERIFF'S OFFICE AS THE LEAD AGENCY TO RECEIVE A \$30,224.00 GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR LAW ENFORCEMENT PROGRAMS, AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

WHEREAS, the U.S. Department of Justice offers the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to qualifying units of local government; and

WHEREAS, the Davie Police Department is eligible to receive \$30,224.00 in grant funding in 2010, with no local matching contribution required; and

WHEREAS, the Davie Police Department will utilize the JAG funds to upgrade the Community Mobile Center to a Mobile/Remote Dispatch and Communications Center which will allow for the Police Department personnel to manage crisis response and other critical incidents from the field and allow for staff hostage negotiators and the special response team to organize tactical operations effectively.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator, Chief of Police, and/or appropriate staff to coordinate with the Broward Sheriff's Office to submit a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and to execute the Memorandum of Understanding included as Exhibit "A".

SECTION 2. The Town Council authorizes the Town Administrator, Chief of Police, and/or appropriate staff to accept and implement the grant, and to execute all necessary grant contracts, documents and reports.

SECTION 3. The Town Council authorizes the Town Administrator, Chief of Police, and/or appropriate staff to purchase equipment and related items as outlined in the grant application and award utilizing all appropriate Town purchasing requirements.

SECTION 4. The Town Council authorizes the Director of Budget and Finance to recognize grant revenue.

SECTION 5. This resolution shall take effect immediately upon its passage and adoption.

PD Resolution JAG Non-Recovery Grant 2009

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2010

**2009 - 2012 BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT
PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the below listed parties:

BROWARD COUNTY SHERIFF'S OFFICE
CITY OF COCONUT CREEK
CITY OF CORAL SPRINGS
CITY OF DANIA BEACH
TOWN OF DAVIE
CITY OF DEERFIELD BEACH
CITY OF FORT LAUDERDALE
CITY OF HALLANDALE BEACH
CITY HOLLYWOOD
CITY OF LAUDERDALE LAKES
CITY OF LAUDERHILL
CITY OF MARGATE
CITY OF MIRAMAR
CITY OF NORTH LAUDERDALE
CITY OF OAKLAND PARK
CITY OF PEMBROKE PINES
CITY OF PLANTATION
CITY OF POMPANO BEACH
CITY OF SUNRISE
CITY OF TAMARAC
CITY OF WESTON

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating agencies, listed above.

I. PURPOSE

This MOU establishes the relationship between the parties for participation in the 2009 Byrne Justice Assistance Local Solicitation Grant Program (JALSG).

II. PROCEDURES

- A) The Broward Sheriff's Office (BSO) will be the lead agency and Grant Administrator for the agencies in Broward County, Florida, participating in the JALSG Program. Pursuant to the JALSG Program guidelines, funding from the JALSG Program will be provided to the Broward Sheriff's Office. The Broward Sheriff's Office shall then disperse the funds to the parties in amounts determined by the JALSG Program. For Cities that currently contract with the Broward Sheriff's Office for police

services, BSO shall retain the funds for use in the appropriate BSO districts pursuant to the contracts for police services.

B) The JALSG allows for the lead agency to take up to 10% of the total award amount (\$1,040,450.00) to defray the administrative costs of administering the award. For this grant program, BSO has elected to take 5% of the award amount for each grantee listed herein, for the costs incurred by BSO to administer the grant.

C) The grant award to each party is as follows:

<u>LIST OF CITIES</u>	<u>AWARD AMOUNT</u>	<u>LESS 5% ADM</u>
Broward Sheriff/BSO	\$ 58,423.00	\$ 55,501.00
Coconut Creek	\$ 10,856.00	\$ 10,313.00
Coral Springs	\$ 27,979.00	\$ 26,580.00
Dania Beach	\$ 27,054.00	\$ 25,702.00
Davie	\$ 31,814.00	\$ 30,224.00
Deerfield Beach	\$ 56,642.00	\$ 53,810.00
Fort Lauderdale	\$161,263.00	\$153,200.00
Hallandale Beach	\$ 41,197.00	\$ 39,137.00
Hollywood	\$ 80,066.00	\$ 76,063.00
Lauderdale Lakes	\$ 43,526.00	\$ 41,350.00
Lauderhill	\$ 64,211.00	\$ 61,001.00
Margate	\$ 20,650.00	\$ 19,618.00
Miramar	\$ 56,129.00	\$ 53,323.00
North Lauderdale	\$ 32,499.00	\$ 30,874.00
Oakland Park	\$ 50,615.00	\$ 48,085.00
Pembroke Pines	\$ 37,876.00	\$ 35,984.00
Plantation	\$ 27,191.00	\$ 25,832.00
Pompano Beach	\$139,003.00	\$111,847.00
Sunrise	\$ 42,293.00	\$ 40,178.00
Tamarac	\$ 20,410.00	\$ 19,390.00

III. ADMINISTRATIVE

Each party shall be responsible for submitting their own application for their individual JALSG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office, will prepare the single application to include Program Narrative and Budget Narrative, and shall submit the application to the Office of Justice Programs, Bureau of Justice Assistance.

IV. DURATION

This MOU shall remain in effect upon execution and shall through September 30, 2012 at 11:59 PM and its continuation shall be subject to the availability of

necessary funding from the JALSG Program. This MOU may be modified at any time upon written agreement of all involved agencies.

The participating agencies may withdraw from this agreement at any time by providing a 30 day written notice of its intent to withdraw to all other participating agencies.

V. LIABILITY

Each party is entitled to the privileges and protections of sovereign immunity pursuant to Ch. 768.28, Fla. Stat. Pursuant to that section, each party shall be responsible for the negligent acts of their respective employees. Nothing in this MOU shall be construed to create a third-party beneficiary or a waiver of sovereign immunity.

VI. GUIDELINES

Each party must adhere to requirement standards set forth in the Office of Justice Programs' *Financial Guide, as amended* and Federal OMB Circular A-133, as applicable.

VII. RECORDS

- (A) Each Party shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of execution of the MOU, and shall allow SHERIFF access to such records upon request.
- (B) Each Party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to SHERIFF, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not limited to, auditors retained by SHERIFF.
- (C) Upon reasonable notice, RECIPIENT shall provide such additional updates or information as may be required by SHERIFF.

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**2009 - 2012 BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT
PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)**

SHERIFF OF BROWARD COUNTY

JOHN F. CURRY, Executive Administrator
Department of Administration

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By _____
Judith W. Levine, General Counsel
Office of the General Counsel

Date: _____

2009 - 2012 BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT
PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

TOWN OF DAVIE

By _____
Authorized Representative

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By _____

Date: _____

